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1-1-1937

Retail Clerks International Protective Association, Local 367 (1937)

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Retail Clerks International Protective Association, Local 367 (1937)

Location

Tacoma, WA

Effective Date

1-1-1937

Expiration Date

6-1-1938

Union

Retail Clerks International Protective Association

Union Local

367

NAICS

44

Sector

Private

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Comments

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Retail Clerks # 367
Tacoma, Wash.

Wage and Working Agreement

Approved by the International Union and the Tacoma Central Labor Council

Between _____, of Tacoma, Washington,
and Local No. 367, Retail Clerks International Protective Association, of Tacoma, Washington,
Affiliated with the A. F. of L.

THIS AGREEMENT, mutually made and entered into
this _____ day of _____,
1937, by and

between _____, of
Tacoma, Washington, Party of the First Part, and the
Retail Clerks International Protective Association, Local
No. 367, of Tacoma, Washington, Party of the Second
Part, to-wit:

Section 1. The Party of the First Part to this agree-
ment agrees to employ only those salespeople, members
of the Union, or who will become members, if eligible
and acceptable to the Union. The Party of the Second
Part agrees to furnish a Union membership card and
button to such salespeople when all regular and regular
extra salespeople in the employ of the Party of the First
Part have complied with the rules and regulations of the
Union and are members therein.

(a) A temporary working permit good for thirty (30)
days only shall be secured by all new or extra sales-
people, not members of the Union at the time of employ-
ment, provided they are employed more than one (1)
day. No working permits shall be issued until all avail-
able regular employees of the Company are restored to
service if competent and available. All new steady em-
ployes working half time, or in excess, shall be issued
a permit for thirty (30) days only, at the expiration of
which time they shall affiliate with the Union, provided,
they are still employed half time, or in excess. Regular
extra employees who are employed less than half time
shall secure a working permit from the Union the first
of every month.

(b) No employees regularly employed elsewhere shall
be permitted extra work.

Section 2. All persons employed by the Party of the
First Part who are actively engaged in selling shall be
members of the Retail Clerks Union, Local No. 367, and
all other employees as designated by the ensuing classi-
fications shall be members of Local No. 367. Window
trimmers and assistants; mail order department employees;
floor cashiers; outside salesmen; marking room employees;
bundle wrappers; and all other employees not coming
under the jurisdiction of any other Union, except execu-
tives. The exceptions of the executives are to be agreed
upon between the Business Representative of the Union
and the representative of the employer.

Section 3. No male employee shall be discharged and
replaced by a female employee unless the female employee
shall receive the minimum wage for men as classified.
This shall not apply when a male employee leaves the
company of his own accord or is dismissed for good and
sufficient reason.

Section 4. No regular full time and no regular part
time employee shall suffer any reduction of pay or be re-
quired to make up any time for holidays, provided such
employee is on duty the working day preceding and the
working day following the holiday: The following holi-

days are to be observed: New Year's Day, Washington's
Birthday, Memorial Day, Fourth of July, Labor Day,
Thanksgiving Day and Christmas Day, and any and all
other holidays nationally or locally observed by the
stores parties to this agreement. When a holiday falls on
Sunday, the following Monday shall be observed.

Section 5. Realizing the importance and necessity of
protecting the interests of both parties to this agreement
in case of lay-offs, it is agreed and understood that ample
consideration will be given the employees with reference
to their qualifications and their length of service with
the Company. In the restoration to the service of laid-off
employees, the same consideration will be given. The em-
ployer is the sole judge of the competency of the employee.

Section 6. Any employees called to work shall be guar-
anteed four (4) hours' pay.

Section 7. It is agreed that forty (40) hours shall con-
stitute a week's work. Daily hours shall be consecutive
with the exception of one hour for meals. It is under-
stood and agreed that clerks will take care of customers
in the store at the time of closing.

Wages

Section 8. Employees not under other classifications:

Men

\$20.00 per week, first six months experience.
\$22.50 per week, second six months experience.
\$25.00 per week, thereafter.

Women

\$15.00 per week, first six months experience.
\$16.00 per week, second six months experience.
\$17.25 per week, thereafter.

Section 8. (a) Boy's Clothing; Men's Furnishings and
Hats; Window Trimmers and Assistants; Drapery Sales-
men:

\$20.00 per week, first six months experience.
\$23.00 per week, second six months experience.
\$26.50 per week, thereafter.

Men's Clothing:

\$20.00 per week, first six months experience.
\$25.00 per week, second six months experience.
\$32.50 per week, thereafter.

Shoe Department:

\$20.00 per week, first six months experience.
\$24.00 per week, second six months experience.
\$27.50 per week, thereafter.

Women employed in the Shoe Department or as Ready-
to-Wear (Suits and Coats, Silk Dresses) Saleswomen or
Corsetieres shall receive the following scale:

\$15.00 per week, first six months experience.
\$17.00 per week, second six months experience.
\$19.00 per week, thereafter.

Women employed as window trimmers and assistants
shall receive the scale for men as applicable to window
trimmers and assistants.

Section 8. (b) Hard Lines: Sporting Goods; Marine

Supplies; Plumbing; Paints; Heating; Farming and Power Tools; Hardware and Auto Supplies:

\$20.00 per week, first six months experience.

\$24.00 per week, second six months experience.

\$27.50 per week, thereafter.

Section 8. (c) Floor Covering and Furniture Salesmen; Appraisers and Adjusters:

Floor covering and furniture salesmen shall receive a minimum wage of \$30.00 per week for experienced men, based on a 6% selling cost. Commissions on contract bids figured on a 10% profit basis shall be at 2%. Commissions on contract bids figured on a 10%-20% profit ratio shall be at 3%. Commissions to be adjusted monthly.

Appraisers and adjusters shall receive a minimum wage of \$35.00 per week, payable weekly, and a 6% commission based on the average sales received by floor covering and furniture salesmen.

Copies of all sales and credit memorandums on returned or repossessed merchandise shall be available to floor covering, furniture and major appliance salesmen monthly.

Section 8. (d) Major Appliance Salesmen:

There shall be a minimum guarantee of \$30.00 per week for experienced men to be charged against commissions based on a monthly basis. Present floor days to be retained. There shall be a minimum commission of 5%.

There shall be no deduction from the employee's commission for merchandise repossessed or returned after 90 days from date of delivery.

Any employee using his automobile for company service business shall be compensated at the rate of five cents (5c) per mile for all miles so used.

Limited Price Stores: It is agreed that salespersons in limited price stores are under the classification of Section 8 "Women."

Section 9. Combination employees, including window trimmers or those working in more than one department shall receive one-half of the difference between the two scales applying over and above the lower scale. This provision does not apply to employees whose work in an additional department is incidental and occasional.

Section 10. Experience shall be based on the total experience accumulated in retail stores or departments of the same classification.

(a) One apprentice may be employed for each store and one additional apprentice for every ten (10) journeyman salespeople regularly employed after the first ten. No journeyman salesperson shall be replaced by an apprentice. These apprentices shall be reasonably divided among the different departments of the store. Exceptions to this rule may be allowed by negotiation and agreement between the Union representative and the employers representative.

(b) Any apprentice transferred from one department to another shall continue to receive his semi-annual or annual wage increase until he receives journeymen's wages.

(c) Employees shall suffer no reduction of pay or privileges through the operation or through the adoption of this agreement.

Section 11. Normal hours of employment for regular employees shall be from 8:00 a.m. to 6:00 p.m. However, for special sales events and departmental changes, to be agreed upon by the Business Representative of the Union and the employers representative, regular employees may work between 8:00 a.m. and 8:00 p.m. at straight time, and extra help may be used on second shift to 9:00 p.m. Christmas week help and inventory help may work to 9:00 p.m. at straight time with these exceptions and the exceptions of window trimmers, all time after 6:00 p.m. shall be paid for at time and one-half and all time over eight (8) hours in any one day and forty (40) hours in any one week shall be paid for at time and one-half.

Section 12. Any compulsory store meetings shall be held on company time.

Section 13. Copies of company rules and regulations will be made available by the store management to employees or their representatives.

Section 14. There shall be a one week's Christmas peak allowance; a one week's peak allowance for annual inventory and a one week's allowance for semi-annual inventory, during which time employees shall be allowed to work forty-eight (48) hours per week at straight time.

Section 15. No employee shall be discriminated against for upholding union principles and any employee working under the instructions of the Union or on a committee shall not lose his position or be discriminated against for that reason, provided, there shall be no interference with required duties.

Union members are obligated not to waste the time of the employer while working under the instructions of the Union and are to refrain from unnecessary discussion of unionism during their hours of employment.

In the event the Business Representative of the Union and the representative of the employer jointly request the presence of any employee in a business conference with the Party of the First Part, the employee shall suffer no loss of wages for such time as his services may be required in such a conference.

Section 16. It is expressly understood that the Business Representative of the Union or his accredited representative shall have the privilege of entering upon the premises of the Party of the First Part during the first hour of business for the purpose of interviewing employees, provided, the employees are not engaged in waiting on customers at the time of the interview.

Section 17. Any disputes arising under this agreement shall be referred to the Business Representative of the Union and the representative of the management. These two, after investigation, shall jointly make the decisions in such disputes. In case these two cannot agree, then the matter shall be referred to the Labor Relations Committee arranged for in the Blanket Agreement, of which this agreement becomes an integral part.

Section 18. The commission for the sale of trade-in merchandise shall be the same as for new merchandise.

Section 19. The stores signatory to this agreement make the declaration that for the vacation season of 1938, that they will give one week's vacation with pay for all employees who have been with said stores for a period of one year or more.

THIS AGREEMENT shall be in full force and effect until the first day of June, 1938. Sixty (60) days' written notice, prior to the expiration date, shall be given by either party desiring to change any provisions of this agreement at the expiration date of this agreement, together with such changes as may be desired.

PARTY OF THE FIRST PART:

PARTY OF THE SECOND PART:

RETAIL CLERKS INTERNATIONAL
PROTECTIVE ASSOCIATION, LOCAL No. 367.

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